

**BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION**

No. 274-09

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN CAPE MAY COUNTY AND THE COUNTY PROSECUTOR AND
THE CAPE MAY COUNTY ASSISTANT PROSECUTORS' ASSOCIATION**

WHEREAS, an agreement has been reached by and between the County of Cape May and the County Prosecutor and the Cape May County Assistant Prosecutor's Association for the period January 1, 2009 through December 31, 2012, and it is desired to authorize the execution of a formal written contract.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Cape May, that the proper officers of the Board, to wit, the Director and the Clerk of the Board, be and they are hereby authorized and directed to execute a contract between Cape May County and the County Prosecutor and the Cape May County Assistant Prosecutor's Association, in the form attached hereto and by this reference made a part hereof as Schedule "A".

STATEMENT

This Resolution authorizes a labor contract with the Cape May County Assistant Prosecutors' Association for the period of January 1, 2009 through December 31, 2012.

cc: County Prosecutor
Assistant Prosecutors' Association
County Treasurer
Human Resources
File: Prosecutor sub file

STATE OF NEW JERSEY } ss.:
COUNTY OF CAPE MAY }

I, Stephen O'Connor, Clerk of the Board of Chosen Freeholders of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the 7th day of

April 20 09

Signed,

Stephen O'Connor

/mm

RECORD OF VOTE						
Freeholders	Ayes	Nayes	Abstain	Absent	Moved	Second
Mr. Beyel	✓					
Mr. Thornton	✓					✓
Mr. Sheets	✓				✓	
Mr. Desiderio	✓					
Mr. Bakley	✓					

✓ Indicates Vote Moved-Resolution Offered Second-Resolution Seconded

AGREEMENT

BETWEEN

**CAPE MAY COUNTY
CAPE MAY COURT HOUSE, NEW JERSEY**

and

**COUNTY PROSECUTOR
OF THE COUNTY OF
CAPE MAY**

and

**CAPE MAY COUNTY
ASSISTANT PROSECUTORS'
ASSOCIATION**

COVERING THE PERIOD

JANUARY 1, 2009

THROUGH

DECEMBER 31, 2012

SCHEDULE "A"

INDEX

	<u>Page No.</u>
PREAMBLE	3
ARTICLE ONE - PURPOSE	3
ARTICLE TWO - RECOGNITION	3
ARTICLE THREE – HOLIDAYS/ADMINISTRATIVE DAYS.....	4
ARTICLE FOUR - VACATIONS	5
ARTICLE FIVE – HEALTH BENEFIT PROGRAM.....	8
ARTICLE SIX – SICK LEAVE.....	14
ARTICLE SEVEN – DISABILITY LEAVE	17
ARTICLE EIGHT – FUNERAL LEAVE	21
ARTICLE NINE – LEAVE OF ABSENCE	21
ARTICLE TEN - SALARIES AND COMPENSATION	24
ARTICLE ELEVEN - COUNTY WEATHER POLICY	25
ARTICLE TWELVE - TERM AND RENEWAL	26
SIGNATORY	26

PREAMBLE

This Agreement, entered into this _____ day of _____, 200____, by and between the **COUNTY OF CAPE MAY**, in the County of Cape May, New Jersey (hereinafter called the "County") and the **COUNTY PROSECUTOR OF THE COUNTY OF CAPE MAY** (hereinafter called the "Prosecutor") and **CAPE MAY COUNTY ASSISTANT PROSECUTORS' ASSOCIATION** (hereinafter called the "Association") represents the complete and final understanding on all the bargainable issues between the parties.

ARTICLE ONE

PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13A-5.1, etc.), of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the parties; and, to prescribe the respective rights and duties of the parties, all in order that the public service and law enforcement shall be expedited and effectuated in the best interests of the peoples of the County of Cape May.

ARTICLE TWO

RECOGNITION

The County and the Prosecutor hereby recognize Cape May County Assistant Prosecutors' Association as the sole and exclusive collective bargaining representative for all regular full-time, at-will employees holding the title of Assistant Prosecutor and employed by the Cape May County Prosecutor's Office for the purposes of collective bargaining and all other activities relative thereto pursuant to the Public Employees Relations Act of the State of New Jersey and/or of the United States and shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in

conformance with the Constitution and Laws of New Jersey and of the United States and all other applicable law.

ARTICLE THREE

HOLIDAYS/ADMINISTRATIVE DAYS

A. The following holidays shall be recognized:

1. New Year's Day	8. Columbus Day
2. Martin Luther King Day	9. Veteran's Day
3. President's Day	10. General Election Day
4. Good Friday	11. Thanksgiving Day
5. Memorial Day	12. Day After Thanksgiving Day
6. Independence Day	13. Christmas Day
7. Labor Day	14. Three (3) Administrative Days

B. Holidays which fall on Saturday will be celebrated on the preceding Friday.

Holidays which fall on Sunday will be celebrated on the following Monday.

C. Administrative leave days are to be used by the employee for personal reasons and subject to the following conditions: An administrative leave day shall be granted by the Prosecutor upon three (3) days prior request of the employee submitted to the Prosecutor or his designee. Said request shall be granted, at the discretion of the Prosecutor, as long as the employee's absence can be granted without interference with the proper conduct of the department. Administrative Leave Days shall not accumulate, but must be used in the calendar year. Administrative Leave Days are earned on a pro-rated basis. New employees shall only receive one (1) administrative leave day for each four (4) full months of employment during their

initial year of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with three (3) administrative leave days. An employee who leaves County service before the end of a calendar year shall have his or her administrative leave days pro-rated, based upon time earned. An employee shall reimburse the County for paid administrative leave days used in excess of his or her pro-rated entitlement. Proration does not apply to Prosecutor directed layoffs, disability retirement or to employees who terminate employment with ten (10) years of service or more with the County of Cape May Prosecutor's Office.

D. To be entitled to Holiday Pay, an employee must be present the last scheduled work day prior to the holiday and the first scheduled work day after the holiday except for a bona fide authorized absence. Employees must work on the holiday but take undocumented sick time the day before or after the holiday shall forfeit the additional day off. Employees who are regularly scheduled off on a holiday will not be affected by this provision.

E. If an employee is absent due to illness on the next workday preceding the holiday, or the day following the holiday, that employee must present a Physician's written excuse to the department head to be entitled to the Holiday Pay.

F. With the approval of the County Prosecutor or this designee, sick time may be taken in hourly increments.

ARTICLE FOUR

VACATIONS

A. Annual vacation leave with pay shall be granted to employees according to the following schedule:

<u>Length of Service</u>	<u>Number of Days</u>
1 st year	1 per full month employed
2 nd - 5 th year	12 annually
6 th - 10 th year	13 annually
11 th - 15 th year	15 annually
16 th - 20 th year	17 annually
21 st - 24 th year	20 annually
24+ years	25 annually

(2) **Effective January 1, 2009**, all employees will be provided under the following vacation leave:

a. New employees shall only receive one (1) working day for the initial month of employment if they begin work on the 1st through 8th day of the calendar month and one-half (1/2) working day if they begin on the 9th through 23rd day of the month.

b. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day for each month of service.

c. Thereafter, employees shall receive paid vacation leave as follows:

1. From the beginning of the first full calendar year of employment and up to five (5) years of continuous service--twelve (12) working days;

2. After five (5) years of service and up to ten (10) years of continuous service--thirteen (13) working days;

3. After eleven (11) years of service and up to fifteen (15) years of continuous

service—fifteen (15) working days;

4. After sixteen (16) years of service and up to twenty (20) years of continuous service—seventeen (17) working days;
5. After twenty (20) years of service and up to twenty-five (25) years of continuous service—twenty (20) working days;
6. After twenty-four (24) years of continuous service—twenty-five (25) working days.

d. Continuous service shall mean employment for the

County without actual interruption due to resignation, retirement or removal. Periods of employment before and after suspension or leave without pay shall be considered continuous service. However, the period of time on a suspension or leave without pay (except for military leave) shall not be included in calculating years of continuous service.

e. Part-time employees shall be entitled to a proportionate amount of paid vacation leave. Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave. An employee who exhausts all paid leave in any one (1) year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.

f. With the approval of the County Prosecutor, vacation time may be used in hours.

Permanent part-time employees hired July 1, 1999 shall receive vacation credit allowance as provided below.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

C. Annual vacation leave with pay is earned on a pro-rated basis based upon an employee's service with the County. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her vacation leave as specified in Paragraph A above on January 1st of said year. An employee who leaves County service before the end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the County for paid vacation leave days used in excess of his or her pro-rated entitlement. An employee who leaves County Government service shall be paid for unused earned vacation leave. Proration does not apply to County directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May. An employee who exhausts all paid vacation leave in any one (1) year shall not be credited with additional paid vacation until the beginning of the next calendar year. Upon the death of the employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while employee is on suspension or on leave of absence without pay.

ARTICLE FIVE

HEALTH BENEFIT PROGRAM

The County will provide a Health Benefit Program which includes the following coverages:

A. A Hospitalization/Surgical Medical Benefit Plan subject to a One Hundred (\$100.00) Dollar co-payment which applies to each hospital admission up to a maximum of two (2) hospital admissions per calendar year per family.

B. An unlimited maximum on Major Medical coverage after an initial \$200.00 individual deductible/\$400.00 aggregate deductible with 80% co-insurance up to \$2,500.00.

C. An eye care coverage plan for all Employees and their dependents covered under this Agreement.

D. A Prescription Insurance Plan for all Employees and their dependents with an \$12.00 co-pay for non-formulary or non-generic drugs. A \$8.00 co-pay for formulary drugs or an alternate zero (0) co-pay for generic drugs. Employees may order prescriptions by mail where the prescriptions are repetitive maintenance medications which have been taken by the Employee for sixty (60) days and have been designated as repetitive maintenance medications by the County. Mail order prescriptions shall include a \$16.00 co-pay with a \$10.00 alternate co-pay for formulary drugs or an alternate zero (0) co-pay for generic drugs for a ninety (90) day supply.

E. A disability coverage insurance plan with benefits of \$150.00 per week for a period of twenty-six weeks (26) will be provided. Coverage under this program will begin when the Employee exhausts all accrued sick time and/or has completed an eight (8) scheduled workday waiting period.

Employees will only be entitled to this \$150.00 amount for an aggregate total of twenty-six (26) weeks for the life of this Agreement. Thereafter, they will only be entitled to the \$90.00 per week for thirteen (13) weeks.

Benefits available to Employees under this plan shall be denied and shall at any time be denied or discontinued by the County in any of the following events:

1. It finds said Employee unreasonably refuses, prevents or hinders medical examinations from time-to-time as the County may require.
2. Employee is found not to be disabled as herein provided.
3. Employee is found to be employed for wage, profit or gain for any employer other than the County.
4. Employee resigns or is terminated for cause.
5. No Employee shall receive benefits hereunder if his disability shall be found to be a result of any of the following causes:
 - (a) Chronic alcoholism or use of stimulants, drugs or narcotics, except as prescribed by a Physician, or as specifically mandated under the A.D.A.
 - (b) Committing unlawful acts.
 - (c) Being engaged in some other business or occupation for profit.

F. Life Insurance coverage for each Employee in the amount of \$5,000.00. The County reserves the right to implement a self-insurance plan for both its current life and disability programs provided that it provides the same level of benefits to its employees.

G. A full Family Dental Care Plan with a maximum coverage of \$1,500.00 per covered family member per year.

H. In order to contain the rising costs of Health Benefits, anytime within the life of this agreement the current employee co-payments toward emergency room treatments may be increased to a ceiling of \$50.00.

I. Upon retirement, the County shall continue the hospitalization and life insurance program for retiring employees with twenty-five (25) years of service with the County of Cape

May until the death of the Employee, including where applicable, dependent coverage. Coverages provided to retiring employees shall be subject to the same provisions, including but not limited to co-payments required from active Employees.

For current retirees and eligible dependents over the age of 65 years, the County reserves the right to offer the current and/or additional supplements to Medicare A & B. If a retiree and/or their dependents elect to select Medicare A & B with a County authorized supplemental insurance program, the County will reimburse the individual, after proof of coverage for the cost of any supplemental plan authorized and offered by the County. If possible, the County will attempt to directly pay the supplemental insurer for the costs to the retiree and eligible dependents. If the retiree selects this option, it is understood that Medicare B will be used as the primary insurance.

For all retired employees , the County reserves the right to require eligible individuals to carry Medicare A and B as its primary insurance. In lieu of the county's group plan for active employees, the County also reserves the right to offer a supplemental plan to these retirees if it determines that it will contain the overall health benefit cost increases. If a supplemental insurance program is chosen, the County will reimburse the individual the cost of the plan. If possible, the County will attempt to directly pay the supplemental insurer for the costs to the retiree and eligible dependents. It is understood that any changes to the plan will continue to provide a level of coverage that is on balance appreciably comparable to the current coverage.

The opt-out amount for active and retired Employees will be \$1,500.00 per year.

1. For purposes of the determination of which spouse will be covered and which spouse will be receiving the \$1,500.00 in lieu of coverage payment (whether active or retired), the Employee or retiree who has the first birth

date in the year will be designated the policyholder and the Employee or retiree with the second birth date in the year will receive the opt-out payment.

2. Upon death or divorce of either spouse, the opt-out provision of the policy will cease and they will revert to their own policies.

J. In the event of death of a full-time Employee of the County, whether active or retired (if the Employee was receiving coverage as per the provisions of the Agreement), the Employee's spouse and dependents (if eligible to receive coverage under the County's policy) shall be covered by the County's hospitalization premium as set forth herein. Such coverage shall be based upon the Deceased Employee's length of service with the County immediately prior to death as follows:

1. Employees with more than five (5) years and less than ten (10) years of service -- Spouse/family would have one (1) additional year of coverage.
2. Employees with more than ten (10) years of service, but less than twenty-five (25) years of service -- two (2) years of additional coverage.
3. Active and retired Employees with twenty-five (25) or more years of service -- three (3) years of additional coverage.

It is agreed, however, that should a spouse remarry, such coverage shall cease immediately.

K. As of January 1, 2009 the selected plan will be Direct 5 of Horizon Blue Cross and Blue Shield. Employees with a salary of \$50,000 or greater will be responsible to contribute toward the premiums of their health insurance \$23.08 per pay for family coverage and \$18.46 per pay for single coverage. Employees with a salary of less than \$50,000 will be responsible to

contribute \$16.00 per pay for family coverage and \$12.00 per pay for single coverage.

L. Employees who can certify other health care coverage not provided by the County's Insurance Program may elect to opt-out of coverage and receive a payment of \$2,500.00 per annum pro-rated for the period of time each calendar year that coverage does not apply to the Employee. Checks for opting out will be issued on or about December 1st of each year.

M. The County will pay an Employee, who opts out of Health Benefit coverage but wishes to retain the prescription plan, \$1,000.00 per annum pro-rated for the period of time each calendar year that the County coverage does not apply to the Employee.

N. In the event a husband and a wife are both employed by the County, Health Care Insurance coverages provided hereunder shall be afforded to only one (1) designated spouse with the other spouse covered as a family member. The in lieu of coverage amount will be \$1,500.00. The non-designated spouse shall receive a payment of \$1,500.00 per annum in lieu of coverage. Checks for this payment will be issued on or about December 1st of each calendar year. In the event the designated covered spouse dies, terminates employment or should the marriage be dissolved by divorce, the non-designated spouse shall once again become covered and the \$1,500.00 payment shall be pro-rated. For purposes of the determination which spouse will be covered and which spouse will be receiving the \$1,500.00 in lieu of coverage payment, the Employee who has the first birth date in the year will be designated the policyholder and the Employee with the second birth date in the year will receive the opt-out payment.

O. Employees who do not work a minimum of thirty-five (35) hours per week shall not be covered by the County's Health Benefit Program set forth above. However, all current

Employees receiving health benefits with less than the thirty-five (35) hour requirement will be “grandfathered” and continue to be covered by the County Health Benefits.

P. The County reserves the right to review and change the Health Benefit Insurance Coverage set forth above or to implement a Cape May County Self-Insured Health Benefit Plan during this contract as long as the level of coverage provided is on balance appreciably comparable to the current coverages.

Q. In the event an Employee undertakes drug or alcohol rehabilitation under the County's Health Care Benefit Plan, the Employee may apply for a leave of absence and such leave will not be unreasonably denied.

R. When major discipline of sixty (60) days or more of a suspension is imposed, the affected employee will be responsible to pay their own health insurance cost at the COBRA rates. The County will continue the health care coverage until the employee returns. If the employee does not pay the County for their health care costs during the suspension, their wages will be reduced when they return by One Hundred (\$100.00) Dollars per pay period until the COBRA amount is fully paid. In the event that both the suspended employee and a spouse have county benefits, the employee must pay the single COBRA rate.

ARTICLE SIX

SICK LEAVE

A. Service Credit for Sick Leave.

1. All employees shall be entitled to sick leave with pay as specified hereunder.
2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the

usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring presence of such employee or death in the immediate family. For the purposes of this Article, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in employee's household.

3. With approval of the County Prosecutor or his designee, sick time may be taken in hourly increments.

B. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days every calendar year thereafter.

2. Any amount of sick allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Temporary, provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis.

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, the Prosecutor or his designee shall be notified prior to the employee's starting time.

2. Failure to so notify the Prosecutor or his designee may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

4. With approval of the Prosecutor, sick time may be taken on an hourly basis.

D. Certification of Sick Leave.

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days or totaling more than ten (10) days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness. Any abuse of sick leave shall be cause for disciplinary action.

2. Beginning January 1, 2009, an employee who has used seven (7) medically undocumented sick days will be required to remain at their residence or other approved location for every other sick day used for the balance of that year. Any employee leaving their residence or other approved location shall notify their supervisor of the reason for leaving as well as their destination. The employee shall notify their supervisor upon returning home or to their other approved location. Medical documentation is defined as an original, signed Physician's note or letterhead document from a licensed physician's office that attests to the employee being treated or seen by said physician and clearly defines the dates in which the employee was treated or under physicians care.

3. In case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

4. The County and/or the Prosecutor may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the County, by a physician designated by the County. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees.

E. Sick Leave Payment at Retirement or Resignation.

Upon resignation in good standing after ten years of service or retirement from the pension system, the County agrees to pay each employee an amount equal to fifty (50%) percent of all accrued and unused sick leave up to a maximum payment of \$15,000.00.

Employees who have accumulated ten (10) sick days equivalent to each year of service will be paid an amount equal to seventy-five (75%) percent to the Fifteen Thousand (\$15,000) Dollar limit. Sick days that are documented with a doctor's certificate shall be credited toward the ten-day accumulation for purposes of this provision.

F. Undocumented Sick Leave

Beginning January 1, 2010 employees who have used seven (7) or more medically undocumented sick days from January 1, 2009 will not receive their salary increase until July 1, 2010. Medical documentation is defined as an original, signed physician's note that attests to the employee being treated or seen by said physician and clearly defines the dates in which the employee was treated or under physician's care.

ARTICLE SEVEN

DISABILITY LEAVE

The County shall provide the same benefits with respect to disability leave as provided to non-supervisory County Detectives, Investigators and Sergeants, which consists of the following:

**WORKERS COMPENSATION/INJURY LEAVE;
MATERNITY LEAVE; MEDICAL/FAMILY LEAVE**

A. Whenever an employee is disabled through injury or illness as a result of, or arising from, his employment, he or she shall be provided by the County with the same benefits as provided pursuant to N.J.S.A. 34:15-1, et. seq. (the Workmen's Compensation Act of New

Jersey). The County self-insures coverages required by this Act and these coverages are provided subject to the following conditions:

1. The disability must be due to an injury or illness resulting from the employment.

(a) Injuries or illnesses which would not have occurred but for a specific work-related accident or condition of employment are compensable.

(b) Pre-existing illnesses, diseases and conditions aggravated by a work-related accident or condition of employment are not compensable when such aggravation was reasonably foreseeable.

(c) Illnesses which are generally not caused by a specific work-related accident or condition of employment are not compensable except when the claim is supported by medical documentation that clearly establishes the injury or illness is work related.

(d) Psychological or psychiatric illness is not compensable, except when such illness can be traced to a specific work-related accident or occurrence which traumatized the employee thereby causing the illness, and the claim is supported by medical documentation.

(e) An injury or illness not compensable when the appointing authority has established that the employee has been grossly negligent, including those injuries or illnesses arising from impairment due to alcohol or drug use.

2. Any accident resulting in injury for which the employee seeks compensation must occur on the work premises.

(a) Work premises are the physical area of operation of the County, including buildings, grounds and parking facilities provided by the County.

(b) An injury occurring off the work premises is compensable only when the employee is engaged in authorized work activity or travel between workstations.

3. For the injury to be compensable, it must occur during normal work hours or approved overtime.

(a) Injuries which occur during normal commutation between home and the workstation or home and a field assignment are not compensable, except when responding in a law enforcement capacity to a call or pursuant to Department S.O.P.

(b) Injuries which occur during lunch or break periods are not compensable, except when responding in a law enforcement capacity to a call or pursuant to a Department S.O.P. However, employees who are required by the County to remain at a particular job location during lunch and/or work break shall not be precluded from receiving benefits.

4. An employee is required to report to his or her supervisor any work accident or condition claimed to have caused disability upon occurrence or discovery, and is responsible for completing a written report on the matter within forty-eight (48) hours of occurrence/discovery. The report shall include a statement of when, where and how the injury or illness occurred, statements of witnesses and copies of all medical reports concerning the injury or illness. The employee is also required to report any work accident/injury to the County Worker's Compensation representative as well as the County's third party administrator.

The County may require the employee to be examined by a physician designated and compensated by the County.

Whenever the County-designated physician shall report in writing that the employee is fit for work, such leave shall terminate and such employee shall forthwith report for work. Any employee on injury leave resulting from injury while on County work shall continue to accrue sick leave credits while he or she remains on payroll.

5. The County may, in its discretion and at its sole option, require or permit an employee who is off on Worker's Compensation leave or may allow an employee on a non-work related injury to perform "transitional" or "modified" duty if the County determines it is available. If the employee agrees, said transitional or modified duty may be assigned to a different shift or schedule other than the employee normally works. If an employee who has a non-work related injury requests "transitional" or "modified" duty, the employee's doctor shall provide a modified duty descriptive narrative detailing the range of physical activities the employee is capable of performing. The narrative shall be provided to the prosecutor and/or his designee to determine whether the employee should return to work. Said duties will be performed within the Office of the prosecutor. If the employee agrees, said transitional or modified duty may be assigned to a different shift or schedule other than what the employee normally works.

6. Whenever an employee is disabled through injury or illness as a result of or arising from employment with the County and is eligible for Worker's Compensation Benefits as provided for above, the employee shall be granted total benefits as follows:

- (a) First twenty (20) workdays during which Worker's Compensation benefits are paid - one hundred (100%) percent of employee's base wages.
- (b) Next thirty (30) workdays during which Worker's Compensation benefits are paid - ninety (90%) percent of employee's base wages.
- (c) Next thirty (30) workdays during which Worker's Compensation benefits are paid - eighty (80%) percent of employee's base wages.
- (d) Thereafter, such amounts as are payable under the Worker's Compensation Law of New Jersey.

Payments provided in subsections (a), (b) and (c) are total payments and are not in addition to payments made pursuant to the Worker's Compensation Law.

ARTICLE EIGHT

FUNERAL LEAVE

A. Employees shall be granted special leave with pay in the event of death in the employee's immediate family up to a maximum of five (5) days for the death of current spouse, children and step-children.

B. Four days for parents and siblings.

C. Three days for grandparents, grandchildren and step-parents.

D. One (1) day, if necessary, for the death of: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

E. In the event that services for the deceased are held out of State, the employee may charge any additional days in excess of the days provided above to accrued sick leave, vacation or compensatory time.

F. At the Prosecutor's sole discretion, employees may be permitted to use up to three sick days in special circumstances for funeral leave for other individuals.

G. Request for funeral leave shall be subject to approval of the Prosecutor. Such approval shall not be unreasonably denied. Funeral leave shall commence upon notification of death and shall terminate the day following interment.

ARTICLE NINE

LEAVES OF ABSENCES

MATERNITY LEAVE

- A. Permanent employees covered by this contract shall be entitled to pregnancy disability leave as hereinafter set forth and consistent with New Jersey Department of Personnel Regulations.
- B. Request for such leave must be made by the employee in writing to the County.
- C. The County may request and receive acceptable medical evidence that the employee is unable to perform her work due to disability because of pregnancy.
- D. An employee may use accrued leave time (e.g. sick, vacation, personal days) for disability purposes; however, the employee shall not be required to exhaust accrued sick leave before taking a leave without pay for pregnancy.

LEAVES OF ABSENCE WITHOUT PAY – GENERAL

- A. A permanent full-time employee covered by this Agreement may be granted leave of absence without pay upon written application to the County Board of Chosen Freeholders.
 - 1. Requests for leave of absence shall be submitted in writing conforming to the County's Leave of Absence Policy, stating the reason for the request, the date the leave begins, and the probable date of return.
 - 2. Leaves may be granted or denied at the sole discretion of the County Board of Chosen Freeholders.

MILITARY LEAVE

- A. Leave of absence for military service will be granted in accord with applicable State and Federal law.

EMPLOYMENT DURING LEAVE PERIOD

- A. Employees may not be gainfully employed during the period of such leaves.

Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary judgment. Leaves shall be granted or denied in writing.

MEDICAL/FAMILY LEAVE

A. Medical/Family Leaves of absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" and the "New Jersey Family Leave Act" and the regulations promulgated pursuant to those statutes, as well as the Family Leave Policy adopted by the County of Cape May.

1. Under the provisions of these statutes, an employee is entitled to twelve (12) weeks of leave during a twelve (12) month period for Federal Family Medical Leave Act or twenty-four (24) weeks within a twenty-four (24) month period for State Family Leave Act, whichever is applicable. Employees shall be entitled to leave for the employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, an employee may take leave to care for a parent, child, or parent-in-law.
2. The circumstances under which leave may be taken vary depending on the type of leave requested and the County will grant leave in accordance with the provisions of each applicable statute, the regulations issued for each applicable statute and judicial decisions interpreting the requirements of each statute.
3. The County will issue a County Family Leave Policy in accordance with this Article.

NEW JERSEY PAID FAMILY LEAVE

The County reserves the right to require employees to exhaust any sick time, vacation time, or compensatory time permitted by statute before being eligible under this leave provision.

ARTICLE TEN

SALARIES AND COMPENSATION

Effective January 1, 2009, employee's with an annual salary as of December 31, 2008 under \$50,000 shall receive an increase of five (5%) percent. Employees with an annual salary over \$50,000 shall receive a four (4%) percent increase. Salaries and wages for the remaining years of the term of this Collective Bargaining Agreement will be subject to a wage re-opener. The parties can begin to renegotiate this wage re-opener beginning in October 2009 and every October thereafter.

All monies are retroactive to January 1, 2009 and retroactive pay shall be calculated on the employee's current salary as of the signing of this Agreement.

To determine "annual salary", all compensation including second titles and longevity will be included in calculating the salaries of employees to determine the specific percentage increase. However, the base will be the amount used for the increase. For example, if an employee earns a base salary of \$45,000.00 with a second title and/or longevity increasing their total compensation over \$50,000.00 they will receive a four (4%) percent increase to their \$45,000.00 base salary. Their second title and longevity will be added to their new salary after the percentage increase has been added to their base.

There shall be no Salary Guide for employees covered under this Agreement. New employees shall be hired at a salary established by the Prosecutor after consultation with the County.

Employees who have received a major discipline of sixty (60) or more days of suspension will not be entitled to their next annual salary increase.

ARTICLE ELEVEN

COUNTY WEATHER POLICY

A. It is understood that regardless of the weather, all County Employees are expected to report to work. If the Prosecutor or his designee determines that the specific duties of individual Employees are not absolutely required on a foul weather day, the Employee may be permitted to use a vacation day, comp time or personal day instead of reporting to work. Employees without any vacation, personal or comp time will not be paid for the day.

B. The County has the unilateral decision in determining if specific Employees have assignments that require them to report to work. Said Employees are expected to report to work on time and must be prepared to stay after their work period in the event of an emergency. Employees required to work who are given permission to report late to their assignments will be required to either work later to finish their full day or use vacation, personal or comp time for the difference. Employees without any vacation, personal or comp time will not be paid for the period of time.

C. Unclassified Closing. It is understood that except for the identified holidays contained in this Agreement, if County Government is closed for a specific period of time for whatever reason, Employees will be required to use vacation, comp or personal time if they choose to be compensated. Employees without any vacation, personal or comp time will not be paid for the period of time.

ARTICLE TWELVE

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2009 to December 31, 2012. This Agreement shall continue in full force and effect from year to year thereafter, unless any party gives notice to the other parties, in writing, at least one hundred twenty (120) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

CAPE MAY COUNTY
ASSISTANT PROSECUTORS'
ASSOCIATION

By: Meghan J. Horan

THE COUNTY OF CAPE MAY
BOARD OF CHOSEN FREEHOLDERS
CAPE MAY COUNTY, NEW JERSEY

By: Daniel Beyel 4/1/09
Daniel Beyel, Freeholder Director

Attest:

Attest:

Stephen O'Connor 4/1/09
Stephen O'Connor, Clerk/Administrator

PROSECUTOR, COUNTY OF CAPE MAY

By: Robert L. Taylor
Robert L. Taylor, County Prosecutor